

Request for Proposals RFP – 04

Parks and Right of Way Maintenance

Michael G. Davis Mayor

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REQUEST FOR PROPOSALS (RFP) 13-04 PARKS AND RIGHT OF WAY MAINTENANCE

Sealed Proposals for Purchasing RFP 13-04 Parks and Right of Way Maintenance will be received by the City of Dunwoody, hereinafter called "City." Service providers whose proposals meet the criteria established in the Request for Proposals, at the sole discretion of the City, may be considered for Contract award. The City may, by direct negotiation, finalize terms with the service provider who is selected for award based on proposals. The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City.

This contract shall be for a one year period with an optional one year extension beginning approximately January 1, 2014.

The City, at its sole discretion, may short-list firms that are deemed to best meet the City's requirements, taking into consideration all criteria listed in the RFP. The City may, at its sole discretion, ask for formal presentations from all of the responsive and responsible proposers, or only from those firms that are short-listed, if short-listing is determined to be in the best interest of the City. Negotiations will be conducted and may take place in person or via telephone with the most qualified firm as identified by the City or, if short-listing occurs, with all of the short-listed proposers. Proposers that participate in the negotiations may be given an opportunity to submit their best and final offers. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive.

A proposal must be submitted in a sealed envelope which shall be clearly marked RFP 13-04. One (1) printed and signed unbound original, three (3) bound copies, and one (1) electronic copy in PDF of the **proposals shall be submitted no later than 2:00pm, November 12, 2013.** (Proposals will not be submitted by facsimile or e-mail). At which time noted, all proposals received will be publicly opened and read. Any proposal received after the time and date specified for the opening of the proposals will not be considered, but will be returned unopened.

A **Pre-Proposal Conference will be held at 10:00am on October 22, 2013** at the City of Dunwoody Courtroom, 41 Perimeter Center East, First Floor, Dunwoody, GA 30346.. The conference will include a review of the proposal documents, and a question and answer period. Proposers are expected to be familiar with the proposal documents and to provide the City with any questions regarding the proposal documents at the Pre-Proposal conference or by the deadline for questions to be submitted.

Questions regarding proposals should be directed to purchasing@dunwoodyga.gov no later than 2:00pm October 25, 2013. Proposals are legal and binding when submitted.

Proposal must be addressed as follows: Purchasing Department

City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

No Proposal may be withdrawn for a period of sixty (60) days after the time and date scheduled (or subsequently rescheduled) for proposal opening.

The City's staff will review all proposals submitted. After reviewing the proposals, staff may, at its discretion, request formal presentations from one or more of the proposers (at proposer's expense at the City's site) whose proposals appear to best meet the City's requirements.

The proposer awarded the Contract must provide proof of liability insurance in the amount of one million dollars (\$1,000,000.00), along with any other required insurance coverage and evidence of business or occupational license, as outlined in the Proposal Documents.

The City reserves the right to waive any informalities or irregularities of proposals, to request

clarification or information submitted in any proposal, to request additional information from any proposer, or to reject any or all proposals, and to re-advertise for proposals. The City also reserves the right to extend the date or time scheduled for the opening of proposals.

Award, if made, will be to the responsible and responsive proposer submitting the proposal which is deemed by the City, in the sole discretion, to be the most advantageous to the City, price and other factors being considered.

To ensure the proper and fair evaluation of proposals, the City highly discourages any communication initiated by a proposer or its agent to an employee of the City evaluating or considering the proposal during the period of time following the issuance of the RFP, the opening of proposals and prior to the time a decision has been made with respect to the Contract award. An appropriate Purchasing employee of the City may initiate communication with a proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Any communication initiated by proposer during evaluation should be submitted in writing and delivered to the City of Dunwoody, Purchasing Office, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346, or by e-mail to purchasing@dunwoodyga.gov or facsimile to (678) 533-0712. Unauthorized communication by the proposer may disqualify the proposer from consideration.

PART ONE -BACKGROUND AND GENERAL SCOPE OF WORK

- 1.1 The City seeks to engage the services of a qualified contractor to provide park maintenance services to include mowing, trimming, cleaning, trash removal, mulching, weed and insect control and other services as specified for the City's parks and to provide right of way and public open space maintenance services to include mowing, trimming, trash pick-up, debris removal and other services as required.
- 1.2 The Department of Public Works is responsible for the management, development, safety, and maintenance of the City's roadways, parks, and stormwater systems. Its major functions include maintenance of streets, sidewalks, right of way traffic signals, road signs, parks, and stormwater infrastructure. The Department also is responsible for emergency response as it relates to public works and parks functions.
- 1.3 The Public Works Department is charged with providing high quality and responsive service to the residents and business owners of Dunwoody, including the on-call and maintenance staffs who strive to respond to citizen and community requests in a professional and timely manner.
- 1.4 The Parks and Recreation Department strives to provide the residents of Dunwoody with the highest quality parks, recreational services, and green space to enhance the quality of life to our community. The City of Dunwoody manages eight parks with combined land space of over 170 acres. These parks are home to several major events each year and offer a variety of activities including skateboarding, tennis, and more. The City's current parks are:

Brook Run Park

Dunwoody Park

Dunwoody Nature Center

Windwood Hollow Park

Vernon Oaks Park

Georgetown Park

North DeKalb Cultural Arts Center

Perimeter Center East Park

PART TWO -PARK MAINTENANCE DETAILED SCOPE OF WORK

Proposers should, at a minimum, address the Detailed Scope of Work as part of their proposal package. Proposers may add additional items that are considered necessary to implementing the

requested services.

- 2.1 Provide crew(s) with a minimum of 5 full time (40 hours per week) staff and equipment to perform park maintenance identified in the scope and in assigned work orders. Adequate personnel must be provided to meet safety requirements at all times.
- 2.2 Provide an Experienced Full Time Parks Maintenance Supervisor (Resume should be included in the proposal). This position can be included as part of the required minimum staff.
- 2.3 Provide oversight of other skill trade contractors utilized by the City for Parks repairs.
- 2.4 Provide equipment and vehicles necessary to complete the tasks as described and within the timeframes specified. Maintain equipment to meet clean and professional condition reflecting the City's high standards.
- 2.5 Park Coverage Requirements -General employee park coverage is required as follows:
 - 2.5.1 Weekdays (year round) –Monday through Friday from 7:30AM to 3:30PM.
 - 2.5.2 Saturdays and Sundays (year round) Minimum of 4 hours per day for bathroom cleaning and trash removal.
 - 2.5.3 Special events -provide up to 100 hours for activities such as Movies in the Park, Fall Festival, etc.
 - 2.5.4 Holidays (City Recognized Holidays) – Minimum of 4 hours per day for bathroom cleaning and trash removal. Except Thanksgiving and Christmas Day.
- 2.6 The contractor will be required to maintain a point of contact for 24-hour, 7-day per week response to weather-related incidents and other types of emergencies. The contractor must be able to have equipment and personnel mobilized in the City within 2 hours of notification of an incident.
- 2.7 Routine Maintenance – Visually inspect the assigned area at least once daily. Evaluate site conditions and identify potential maintenance needs or safety hazards which require immediate attention. Identify excessive litter or debris, graffiti, broken or vandalized amenities which may create a safety hazard. Adjustments in the daily schedule are made based on the findings of these inspections. Perform maintenance services as needed.
- 2.8 Preventive Maintenance – Perform preventive measures to avoid maintenance issues that could become a hazard to park users and result in unnecessary costs. These items include but are not limited to:
 - 2.8.1 Winterizing restrooms, water fountains, faucets and irrigation systems
 - 2.8.2 Cleaning and clearing roofs, gutter, drains and pipes
 - 2.8.3 Promptly notify the Parks Manager of any potentially hazardous conditions that are outside the scope of this contract.
- 2.9 Repairs – Follow work order procedures and priorities to react to any requests for repairs. Problem areas identified through daily visual inspections of facilities and grounds, biannual inspections of facilities and grounds, and emergency reports by the contractor and park users will be reported to the City's Parks & Recreation Manager or his designee who will follow up and schedule repairs as needed.
- 2.10 Work Order Priority: Perform services in accordance with an established work order priority schedule. After hours and emergency work orders may be authorized verbally and followed up with a written work order. The City has the following response time requirements for work orders:
 - Priority 1: Complete within 24 hours.
 - Priority 2: Complete within 7 days.
 - Priority 3: Complete within 21 days.
 - Priority 4: As directed
- 2.11 Litter, Debris and Trash Removal
 - 2.11.1 Remove trash, ground litter, and debris daily or as often as needed during the week

- 2.11.2 Empty trash containers when they are more than half filled or are attracting bees and insects at the time of inspections or when park usage indicates that containers may be filled to capacity before the next inspection
- 2.11.3 Inspect specific areas such as pavilion rentals and athletic areas for litter and debris and remove litter and debris prior to scheduled use during normal working hours
- 2.11.4 Remove and replace trash liners placed by dog parks, dog water stations, pavilions and player areas daily regardless of how much or how little the containers are filled
- 2.11.5 Pick up ground trash and debris in the park while checking the trash containers
- 2.11.6 Report any debris that is too large to easily remove to the City's Parks & Recreation Manager or his designee

2.12 Restroom Cleaning

- 2.12.1 Clean restrooms every morning at a minimum and inspect and clean again, if necessary, prior to the end of the day. More frequent cleaning may be necessary at times based on usage, particularly at rental and athletic facilities
- 2.12.2 Restroom cleaning includes but is not limited to removing all litter and debris, sweeping and mopping floors, scrubbing toilets, sinks and urinal with disinfecting cleaner, and refilling toilet paper and paper towels and soap as needed.
- 2.12.3 Wash and scrub restroom floors and walls on a weekly basis

2.13 Graffiti Removal

- 2.13.1 Remove graffiti within 24 – 48 hours from the time it is identified whenever possible
- 2.13.2 Clean, remove or paint over graffiti. Report graffiti which cannot be easily removed or painted over to the City's Parks and Recreation Manager or his designee. Take pictures for documentation.

2.14 Vandalism Repairs

- 2.14.1 Secure any vandalized area that is creating a public safety hazard immediately upon identification. This may include securing the areas for safety reasons, removing the object or placing a barrier around the area to prevent possible public access
- 2.14.2 Schedule necessary repairs based on the urgency of the repair
- 2.14.3 Document and report all vandalism to the City's Parks and Recreation Manager or his designee

2.15 Playground Inspection and Repair

- 2.15.1 Visually inspect each playground every week
- 2.15.2 Clear playground areas of trash and debris on a daily basis
- 2.15.3 Check and blow off walking areas as needed on a daily basis
- 2.15.4 Complete and document playground inspection monthly
- 2.15.5 Check proper movement and possible wear of all dynamic elements and lubricate as needed Inspect all nuts and bolts and tighten as needed Inspect all pins, clamps, s-hooks and parts to ensure that they are securely attached in the proper locations and adjust as needed
- 2.15.6 Inspect for pinch points, rough edges and cracks of plastic, metal or wood surfaces and adjust as needed
- 2.15.7 Inspect all posts, handles, decks and play components for protruding objects that could result in injury and adjust as needed
- 2.15.8 Inspect all fall areas for proper depth and hard rake to fill in low areas
- 2.15.9 Inspect the playground and immediate areas for broken glass, trash and debris and remove debris as needed
- 2.15.10 Immediately restore missing or broken equipment or park furniture to a safe condition. If permanent repairs are not immediately possible, take immediate measures to restrict access to the equipment site and to adequately warn park patrons

of the hazardous situation. This may include securing the area for safety reasons, removing the object or placing a barrier around the area to prevent possible public access.

2.15.11 Add mulch to playground as directed

2.15.12 Prune trees and shrubs at least once per year and as needed

2.15.13 Sand wood rails as needed

2.15.14 Clean wood and seal as directed

2.15.15 Paint playground metal structures as directed

2.15.16 Maintain pump system at Brook Run Park and Georgetown Park water feature to include filter cleaning and recommended routine maintenance.

2.16 Sport Courts and Skate Park Inspection and Repair

2.16.1 Conduct visual inspections on sport courts and skate park facility daily and schedule repairs as needed

2.16.2 Check the play surfaces and immediate areas for broken glass, trash and debris and remove debris as needed

2.16.3 Check for tripping hazards such as vertical separation along cracks. Document or schedule repair as necessary

2.16.4 Remove any weeds growing in cracks that may exist on the play surface

2.16.5 Inspect all nets for damage and replace as needed

2.16.6 Inspect all skate park components for damage or necessary repairs

2.16.7 Inspect gates for proper operation and lubricate as needed

2.16.8 Inspect all fencing and ensure there are no protruding bolts or wires that may create a safety hazard

2.16.9 Inspect to ensure that windscreens are properly hung without any rips or tears and repair as needed

2.16.10 Inspect to ensure that all signs are not vandalized and that they are in the proper locations

2.16.11 Pressure wash courts, picnic tables, walkways and concrete surfaces yearly or as needed

2.16.12 Spray weeds out in and around court area

2.17 Sidewalks and Trails

2.17.1 Inspect all sidewalks and trails for cleanliness and safety, and report any areas of concern

2.17.2 Blow all sidewalks and trails regularly to remove leaves and debris

2.17.3 Pick up all ground trash prior to blowing

2.17.4 Prune low-hanging limbs to eliminate potential hazards

2.17.5 Remove fallen limbs and debris immediately

2.17.6 Remove dead trees and limbs that could fall on the trail

2.17.7 Inspect and repair trail surface as directed to include installation of mulch or stone.

2.17.8 Removal of snow and ice as directed by the City

2.18 Pavilions

2.18.1 Blow and clean daily

2.18.2 Clean prior to any scheduled rental and inspect after the rental for additional cleaning or repairs as needed

2.18.3 Blow roofs to remove leaves and debris twice a year

2.18.4 Conduct pavilion inspections of area and structures yearly

2.18.5 Coordinate repairs and upgrades with the City's Parks and Recreation Manager or his designee

2.19 Landscape and Turf

- 2.19.1 During the growing season (April 1 through October 31 approximately):
 - 2.19.1.1 Mow all common turf areas on a weekly basis at the proper levels for each type of turf.
 - 2.19.1.2 Maintain an adequate turf free zone around trees to minimize turf area and avoid string trimmer damage to trees
 - 2.19.1.3 String trim all posts, benches, tables, trash containers, fence lines, tree, grills and buildings as part of the mowing operation
 - 2.19.1.4 Remove grass clippings when visible
- 2.19.2 During the off-season (November 1 through March 31 approximately):
 - 2.19.2.1 Mow all common turf areas once every four weeks at the proper levels for each type of turf
 - 2.19.2.2 String trim all posts, benches, tables, trash containers, fence lines, tree, grills and buildings as part of the mowing operation
 - 2.19.2.3 Remove grass clippings when visible
 - 2.19.2.4 Blow hard surfaces to remove debris, including dug-outs and stands
 - 2.19.2.5 Trim and edge, remove debris (sticks and limbs) and provide weed control outside normal turf areas to prevent encroachment
 - 2.19.2.6 Maintain embankments as needed, prune plants and tree limbs up to 14 feet in height and less than 2.5 inches in caliper, and pick up and dispose of trash
- 2.19.3 Edging Curbs, Sidewalks and Pavilions
 - 2.19.3.1 Edge all curbs, sidewalks and pavilions once per week between April 1 through October 31
 - 2.19.3.2 Remove all grass clippings and debris from the curbs and sidewalk areas after each edging
- 2.19.4 Aerating Turf
 - 2.19.4.1 Perform core aeration of all play field turf at least twice per year, including once in the spring just before fertilization and once in the fall. Perform aeration when the turf is actively growing and not under stress. Space aeration holes between 2-3 inches (this often requires 3 passes in different directions). Crumble and spread dried soil cores over the turf by using a flexible steel mat or by some other means. Use a vibratory tine aerator to a depth of 4-6 inches during the winter months and as needed during the rest of the year to alleviate compaction.
 - 2.19.4.2 Provide evaluation and recommendations for aeration, sodding and reseeding of fields
- 2.19.5 Overseeding
 - 2.19.5.1 Over seed turf play fields as directed. Apply seed at a rate of 10 to 15 pounds per 1000 square feet depending on the field and its use requirements. Additional replacement applications may be needed if rain and play dictate additional applications.
- 2.19.6 Fertilizing Turf
 - 2.19.6.1 Provide a seven-point chemical program for all play field areas, except embankments and sides of streets. Fertilizer program shall include pre-emergent weed control fertilizations and post-emergent treatments consistent with best management practices.
 - 2.19.6.2 Apply fertilizer as directed
- 2.19.7 Herbicide Use

- 2.19.7.1 In accordance with the City's sustainability goals, apply integrated pest management best practices
- 2.19.7.2 Post areas after spraying to warn park users
- 2.19.7.3 Store herbicides in OSHA approved containers
- 2.19.7.4 Wear appropriate protective clothing while applying
- 2.19.7.5 Use non-selective herbicides to kill grass and weeds that are growing in cracks, around posts, around trees, along fence lines, along curb and gutters, or in other identified areas where no vegetation is desired
- 2.19.7.6 Use pre-emergent herbicides to control the germination and spread of broadleaf weeds in plant beds and turf areas
- 2.19.7.7 Use post-emergent herbicides to control emergent broadleaf weeds that are currently in plant beds or turf areas
- 2.19.8 Sodding
 - 2.19.8.1 Sod bare spots in areas which are located on steep slopes, in drainage areas, on play fields as directed. Sprig or over seed and add hay to other areas as directed
 - 2.19.8.2 Ensure the soil is slightly moist when sod is transplanted
 - 2.19.8.3 Add starter fertilizer at a rate of one pound of nitrogen per 1000 square feet of area
 - 2.19.8.4 Irrigate the new sod frequently enough so that the underlying soil is always moist, but do not saturate
 - 2.19.8.5 Spot sod areas as required
- 2.19.9 Irrigation System Management / Maintenance
 - 2.19.9.1 Test irrigation system before watering season begins. Test each zone for operation, water pressure, head damage, broken lines, etc.
 - 2.19.9.2 Maintain and repair the irrigation system as directed
 - 2.19.9.3 Shut off the irrigation system no later than November 15th, shut off the water at the meter and open existing drains and drain the system
- 2.19.10 Flower Bed Maintenance
 - 2.19.10.1 Place pine straw / mulch in landscape islands and around the base of trees planted in turf to a minimum of two foot radius from the tree as directed
 - 2.19.10.2 Mulch shall not contact / cover the tree trunk. A mulch free area of 6 inches wide at the base of the tree shall be provided to avoid disease and decay. Mulching in shrub and flower beds should be 3 -6 inches deep and contained within the border of the bed
 - 2.19.10.3 Replace pine straw / mulch twice per year in depleted areas
 - 2.19.10.4 Perform weed control in shrub and flower beds as required from February through October
 - 2.19.10.5 Remove weeds in excess of 4 inches by pulling or cultivating immediately
 - 2.19.10.6 Restrict use of herbicides in park areas that are environmentally sensitive, such as the Dunwoody Community Garden
 - 2.19.10.7 Where possible produce and install mulch and compost recycled from on-site plant material
- 2.19.11 Pruning
 - 2.19.11.1 Prune to remove hazardous, broken, diseased or deadwood from a tree or shrub and / or rejuvenate the shape of the plant
 - 2.19.11.2 Remove diseased or dead trees immediately for disease control and to prevent safety hazards

2.19.11.3 Replace dead plants as directed

2.20 Parking Lot maintenance

- 2.20.1 Daily check parking lots to ensure cleanliness and safety
- 2.20.2 Daily remove litter and debris
- 2.20.3 Daily check trash cans and empty as needed
- 2.20.4 Weekly blow leaves and excessive dirt
- 2.20.5 Prune trees and shrubs located near parking spaces yearly or as needed to avoid safety hazards
- 2.20.6 Spray or hand pull weeds in parking lot area as needed
- 2.20.7 Inspect lots yearly to determine if marking of spaces, fire lanes and other markings are visible and make recommendations for repairs
- 2.20.8 Check parking lot lights twice per year and make recommendations for repairs
- 2.20.9 Replenish gravel lots with material as directed
- 2.20.10 Removal of snow and ice as directed by the City

2.21 Baseball Facility Maintenance

- 2.21.1 Repair any fencing that is detached or curling
- 2.21.2 Blow out dugouts daily during the playing and practice season
- 2.21.3 Blow off common areas and bleachers daily
- 2.21.4 Inspect dugout gate latches and doors weekly and make repairs as needed
- 2.21.5 Inspect areas for safety hazards and make repairs as needed
- 2.21.6 Daily remove trash
- 2.21.7 Daily check for safety hazards such as holes in the field of play
- 2.21.8 Daily blow off concrete surfaces, sidewalks and dugouts
- 2.21.9 Inspect and repair scoreboards as needed
- 2.21.10 Inspect and repair batting cages as needed
- 2.21.11 Coordinate the replacement of lights for fields as needed
- 2.21.12 Paint dugouts and score towers as needed
- 2.21.13 Replace mulch twice per year
- 2.21.14 Prune tree and shrubs around baseball fields once per year
- 2.21.15 Winterize irrigation system and fountains

2.22 Facility and Building Maintenance

- 2.22.1 Visually check and clean restrooms and indoor facilities daily.
- 2.22.2 Report all maintenance concerns to the City's Parks & Recreation Manager or his designee
- 2.22.3 Move, remove and install fences, picnic tables, tables, chairs, bleachers, benches, etc. as required for transition to different activities or events.
- 2.22.4 Touch up paint in restrooms as needed
- 2.22.5 Clean gutters and drains around buildings as needed
- 2.22.6 Inspect and repair exterior building lights
- 2.22.7 Inspect exterior of buildings and paint when necessary
- 2.22.8 Perform annual inspection and certification of all fire extinguisher units
- 2.22.9 Through a state licensed contractor, treat each building with EPA approved pesticides in accordance with best management practices

2.23 Brook Run Dog Park

- 2.23.1 Daily remove litter, animal waste and trash
- 2.23.2 Daily inspect and remove debris and trees
- 2.23.3 Daily blow entrance areas and sidewalks
- 2.23.4 Daily inspect turf areas
- 2.23.5 Daily inspect area for trip hazards and washouts

- 2.23.6 Daily inspect drains and remove any debris
- 2.23.7 Daily inspect fencing and repair as needed
- 2.23.8 Replenish waste bags as needed
- 2.23.9 Fill in holes in fenced dog play area as needed
- 2.23.10 Prune limbs and shrubs as needed
- 2.23.11 Remove dead trees and limbs as needed
- 2.23.12 Re-sod and repair worn areas
- 2.23.13 Aerate and over seed grass in the winter

2.24 Contractor Responsibilities In addition to providing an adequate number of qualified personnel, the contractor will be responsible for the following:

- 2.24.1 Provide and maintain in satisfactory operating condition all equipment necessary to provide the required services.
- 2.24.2 All vehicles and fuel needed to provide the required services.
- 2.24.3 All communication and computer devices and service necessary to be able to maintain around the clock accessibility and to be able to maintain access to the City's internet-based work order system. Crews assigned to right of way work orders will be expected to be provided with a laptop and digital camera or preferably a smart phone for interaction with the work order system.
- 2.24.4 Any applicable training.

2.25 City Provided Items

- 2.25.1 Magnetic City of Dunwoody logos for contractor vehicles.
- 2.25.2 Use of the maintenance facility at Brook Run Park.
- 2.25.3 Materials and supplies other than fuel and equipment. For example: lumber, janitorial supplies, mulch, gravel etc.

2.26 The Parks Maintenance Schedules in Appendix B are provided as an indication of the timing and frequency of parks maintenance activities. The calendar portion indicates the times of year when an activity could occur or typically occurs. The frequency is noted in the columns to the right. These schedules are provided for information purposes. The contractor will be responsible for developing their own schedule and staffing to satisfy all of the scope items listed above.

PART THREE -RIGHT OF WAY AND PUBLIC OPEN SPACE MAINTENANCE DETAILED SCOPE

- 3.1 The right of way maintenance contractor will be responsible for maintaining the public right of way and other City owned open space in a manner consistent with Dunwoody's high standards. Maintenance will include routine mowing and cutting vegetation in designated areas, trash, debris and hazard removal as needed and response to weather incidents and other emergencies that affect public infrastructure.
- 3.2 The contractor shall provide crew(s) with the proper number of staff and equipment to perform right of way maintenance identified in the scope and in assigned work orders. Adequate personnel must be provided to meet safety requirements at all times. Some work will necessitate after hours call out and/ or weekend work. Crews must be available to respond to weather-related incidents and other emergencies on a 24 hour on-call basis within 2 hours.
- 3.3 The contractor must provide equipment and vehicles necessary to complete the tasks as described and within the timeframes specified. The equipment must be maintained in a clean and professional condition reflecting the City's high standards. The contractor must have at

least one four wheel drive truck available for use during winter weather. The truck should be a full-size pickup truck or larger.

3.4 The scope of services for right of way maintenance includes four tasks:

Task 1 Routine Right Of Way Mowing And Cutting Vegetation

T1.1 During the growing season from April 1st to October 31st the contractor will mow and trim vegetation in the areas designated in Appendix C once per month.

T1.2 Trash in these areas should be picked up before and after the mowing as necessary. Trash must be bagged and disposed of properly.

T1.3 Other debris such as fallen tree limbs, car parts etc. must be removed and disposed of properly.

T1.4 Illegal signs in the right of way must be removed and provided to the City's Code Enforcement Department.

T1.5 Sidewalks and gutters in the designated mowing areas should be kept clear of debris, leaves and vegetation.

T1.6 Any unsafe conditions observed by contractor personnel will be reported to the City Public Works staff.

T1.7 In addition to the monthly mowing, clear gutters and bike lanes at areas designated on the Right of Way Maintenance Map at the frequency detailed.

T1.8 Cut back vegetation and prune trees along sidewalks at locations designated on the Right of Way Maintenance Map at frequency detailed.

T1.9 Provide herbicide application and mulching at the locations designated on the Right of Way Maintenance Map at frequency detailed.

Task 2 Work Order Generated Services In addition to the routine right of way mowing, the contractor will be required to complete various work order generated tasks at the direction of the Public Works staff. These tasks include but are not limited to: removing roadway hazards such as debris or trees, trimming vegetation to improve visibility, picking up trash and dead animal removal. The work orders will be disseminated to the contractor electronically through Public Works' Cityworks work order management software. Work orders will be assigned a priority by the Public Works staff. The contractor will be expected to monitor the status of work orders and complete them in a timely manner as follows:

Priority 1: Complete within 24 hours.

Priority 2: Complete within 7 days.

Priority 3: Complete within 21 days.

Priority 4: As directed

Pricing for Task 2 should be based on providing a crew for one day per week to complete work order generated tasks.

Task 3 Emergency Response

T3.1 The contractor must provide 24-hour, 7-days per week on-call response to weather related events and other hazards and emergencies.

T3.2 The contractor will be expected to provide a primary point of contact and be able to mobilize personnel and equipment to the City and ready to work within 2 hours.

T3.3 Costs for work after normal business hours will be paid on an hourly basis. Work during normal business will be paid at the daily crew rate.

Task 4 Dunwoody Independence Day Parade Preparation The City of Dunwoody assists the Dunwoody Homeowner's Association in preparation for the annual Independence Day parade.

Under this task the contractor will be responsible for mowing, pruning, trash pick-up, and sidewalk and gutter cleaning along the parade route prior to the parade. The parade route is Mount Vernon Road from Jett Ferry Road to Dunwoody Village Parkway and Dunwoody Village Parkway from Mount Vernon Road to Chamblee Dunwoody Road.

- 3.5 Contractor Responsibilities In addition to providing an adequate number of qualified personnel, the contractor will be responsible for the following:
 - 3.5.1 Provide and maintain in satisfactory operating condition all equipment necessary to provide the required services.
 - 3.5.2 All vehicles and fuel needed to provide the required services.
 - 3.5.3 All communication and computer devices and service necessary to be able to maintain around the clock accessibility and to be able to maintain access to the City's internet-based work order system. Crews assigned to right of way work orders will be expected to be provided with a laptop and digital camera or preferably a smart phone for interaction with the work order system.
 - 3.5.4 Any applicable training.
 - 3.5.5 Qualified traffic control personnel as necessary.
- 3.6 City Provided Items
 - 3.6.1 Magnetic City of Dunwoody logos for contractor vehicles.
 - 3.6.2 Use of the maintenance facility at Brook Run Park.
 - 3.6.3 Materials and supplies other than fuel and equipment. For example: lumber, janitorial supplies, mulch, gravel etc.

PART FOUR – PROPOSAL FORMAT

4.1 PROPOSAL FORMAT AND CONTENT:

One signed original, three (3) copies, and one (1) electronic copy in PDF of the proposal should be submitted in a sealed envelope. To aid in thorough and consistent review, the proposal shall be organized and labeled or numbered to correspond to the sections and information listed below.

Description of required Sections and Information:

- 4.1.1 **Cover Letter** (Section I): A transmittal letter signed by the appropriate officer of the firm offering the proposal and certifying that the proposal and fee schedule will remain in effect for 60 days after the due date. The letter should include the RFP number, name of the firm, local address, telephone number, e-mail address, and name of a primary contact person.
- 4.1.2 **Proposal Forms and Cost Proposal Forms** (Section II):
- 4.1.3 **Project Understanding and Scope of Work** (Section III): Describe the firm's understanding of the proposed services as described in the RFP. Each proposer should include a summary of their proposed management plan. The management plan should describe the number of crews and seasonal personnel, if any, proposed to accomplish the described scope of work.
- 4.1.4 **Personnel** (Section IV): Provide information on supervisory personnel to be assigned to this contract including the Parks Maintenance Supervisor. The proposal should identify any applicable certifications held by proposer personnel.

- 4.1.5 **Similar Experience** (Section V): List and describe your firm's experience in the past five years that best match the scope of these services. In addition, references, including name, address, telephone number, and e-mail address of a contact person for each job identified and described above should be included.
- 4.1.6 **Additional Information** (Section VI): Each proposer may, but is not required to, include additional information or other materials deemed necessary but not provided otherwise (such as promotional literature, etc.). Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation except to the extent they support qualifications and experience.

PART FIVE -EVALUATION OF PROPOSALS

The City, in its discretion, may award the Contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the City, price and other factors being considered.

The City's staff will review all proposals submitted. After reviewing the proposals, staff may, at its discretion, invite to interview (at proposer's expense at the City's site) one or more of the proposers whose proposals appear to best meet the City's requirements. The purpose of such an interview would be for all proposers to elaborate upon their Proposal before a recommendation for ranking of the Proposals is made. Interview responses along with the written proposal and samples (if any), will become part of proposer's submission to be evaluated pursuant to the evaluation criteria. The City reserves the right to short-list proposers for further consideration.

The following are the evaluation criteria the City will consider in determining which proposal is most advantageous to the City:

- 5.1 Proposed Management Plan and Approach of Work – 30% The Proposal shall outline the plan that the firm will use to provide the most effective delivery of the requested services put forth by the City.
- 5.2 Firm Qualifications -20% The Proposal must give a detailed report of related experiences that demonstrate the ability of the proposer to perform requested services as outlined in this RFP. The Proposal shall include sufficient information to indicate the abilities, qualifications, and experience of all persons who would be assigned to provide the required services.
- 5.3 Cost Proposal Fee – 50%

PROPOSAL FORM
RFP 13-04 PARKS AND RIGHT OF WAY MAINTENANCE

The undersigned, as Proposer, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Proposer represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its Proposal, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of the Proposer, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of the City in connection with the submission of this Proposal or the City's evaluation or consideration thereof.

The Proposer further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract. *Examples of the City's Standard Contracts and General Conditions are available on the City website.*

The Proposer agrees, if this Proposal is accepted, to enter into written Contract with the City (properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 13-04 Parks and Right of Way Maintenance Services, at the City of Dunwoody, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Proposer further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Proposer acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the City to the next ranked Proposer, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Proposer the City's costs and damages including, without limitation, attorney's fees, to the same extent that the City could recover its costs and expenses from the Proposer under section 10 of the Instructions to Proposers if the Proposer withdrew or attempted to withdraw its Proposal.

The Proposer further agrees, if it fails to complete the work according to the Specification within the scheduled time or any authorized extension thereof, that damages may be deducted from the Contract price otherwise payable to the Proposer.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by number)

Addendum No. Date

Addendum No. Date

Addendum No. Date

It shall be the responsibility of each Proposer to visit the City Purchasing Department's website to determine if addendum(s) were issued and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Proposer from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

Company Name: _____

Work is to commence on or about January 1, 2014. The term of contract shall be for one (1) year period with one (1) optional annual renewal.

The City of Dunwoody requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for the City to declare bid non-responsive.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Consultant of the Consultant's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the Consultant. In the event of the City's termination of this agreement for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

The contractor agrees to provide all work to complete the project described in this document for the amount listed below.

Legal Business Name _____

Federal Tax ID _____

Address _____

Does your company currently have a location within the City of Dunwoody? Yes ____ No ____

Representative Signature _____

Printed Name _____

Telephone Number _____

Fax Number _____

Email Address _____

COST PROPOSAL RFP 13-04 PARKS AND RIGHT OF WAY

MAINTENANCE

SERVICE	Unit of Measure	Year 1	Year 2
Parks Maintenance	Lump Sum		
Right of Way Maintenance Tasks 1, 2 and 4 - Right of Way Mowing and Work Orders	Lump Sum		
Right of Way Maintenance Task 3 Emergency Response -Weekday Business Hours	Hourly Rate		
Right of Way Maintenance Task 3 Emergency Response -Afterhours	Hourly Rate		

The following fees are submitted to provide services as set forth in this RFP.

Company

Name: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Dunwoody has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

CITY OF DUNWOODY

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

RFP 13-04

APPENDIX A

**NO RESPONSE
TO
REQUEST FOR PROPOSALS**

If your company is unable to submit a Proposal at this time, please provide the information requested in the space provided below and return to:

Purchasing Department
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

Our company's reason for not submitting a Proposal is:

	<hr/>
	Company Name
By:	<hr/>
Its:	<hr/>
	Name & Title, Typed or Printed

APPENDIX B

PARKS MAINTENANCE SCHEDULES

PARK MAINTENANCE SCHEDULES																										
	Each Square Represents One Week																									
TASK DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC														
													Times per day	Times per Week	Times per Month	Times per Year	As Needed	Brook Run	Dunwoody Nature Center	Dunwoody Park	Windwood Hollow	Vernon Oaks Park	Donaldson Barnmaster Farm	Perimeter Center East Park	North Dekalb Cultural Arts Center	Georgetown Park
													LEVEL ONE	Park										COMMENTS		
General Maintenance:																										
Park site inspection													1				X	X	X	X	X	X	X	X	X	
Inspect park lighting														1				X	X	X				X	X	
Litter removal (hand)													1				X	X	X	X	X	X	X	X	X	Walk Site & Hand remove
Empty trash receptacles													1				X	X	X	X				X	X	Empty at 50% full
Graffiti removal/vandalism repair																X	X	X	X	X	X	X	X	X	X	Removed within 48 hrs.
Hardscape maintenance													1			X	X	X	X	X	X	X	X	X	X	
Walkway sweeping/cleaning														1		X	X	X	X	X	X	X		X	X	
Paved Trails Inspection													1				X								X	
Pavilion Inspection													1				X	X	X	X					X	
Athletic court maintenance													2			X				X						Surface blown 2 times/week
Picnic table & bench maintenance														1		X	X	X	X	X					X	
Restroom cleaning													2				X	X	X						X	Morning & Afternoon
Restroom walls/floors wash/ scrub														1			X		X						X	
Drinking fountain maintenance													2				X		X						X	
Structure maintenance													1			X	X	X	X	X		X		X	X	Annual evaluation/repair & as damaged
Clean Signs															1	X	X	X	X	X	X	X	X	X	X	
Bollards/Fencing															1	X	X		X	X		X		X	X	
Playground Maintenance:																										
Rake fall zone material													1					X		X						
Add fall zone material															1			X		X						When level drops below 6" @ edge
Safety inspections														1			X	X	X						X	
Repairs																X	X	X	X						X	Hazards removed upon inspection
Sanitize/Powerwash equipment															2		X	X	X	X					X	
Till fall zone material															6	X		X	X	X						Daily cleaning of walk areas
Athletic Field Maintenance:																										
Bleacher repairs													1				X			X						
Clean/Sweep pressboxes/dugouts													1						X							
Fence Repair/Maintenance																X	X		X					X	X	

PARK MAINTENANCE SCHEDULES																													
	Each Square Represents One Week												Refer to Level One frequency when Level Two data is blank																
TASK DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	LEVEL ONE		Parks										COMMENTS				
													Times per day	Times per Week	Times per Month	Times per Year	As Needed	Brook Run	Dunwoody Nature Center	Dunwoody Park	Windwood Hollow	Vernon Oaks Park	Donaldson Bannister Farm	Perimeter Center Park East	North DeKalb Cultural Arts Center	Georgetown Park			
Irrigate													3																
Mowing													1		X	X	X	X	X	X	X	X	X	X	X	X	X		
Trimming													1			X	X	X	X		X	X	X	X	X	X			
Fertilizer Application														2-3		X							X	X					
Aeration														1		X								X					
Post-emergent Herbicide Application															X	X							X	X					
Pre-emergent Herbicide Application															X								X					Utilize in previous high weed areas	
Edging													1		X			X		X		X	X	X	X			Concrete edges adjacent to turf	
Overseeding														2		X							X	X					
Topdressing															X	X								X					
Filling Low Spots with Soil															X	X		X						X					
Mulching														2		X		X	X	X	X		X	X					
Irrigation System Maintenance:																													
Activate Irrigation Systems															1	X		X			X		X	X					
Irrigation System Repairs																X	X	X			X		X	X				Repairs prioritized by impact	
Program Controllers													1		X	X		X			X		X	X					
Manage Consumption														1	X	X		X			X		X	X					
Perform irrigation systems audits															X	X		X			X		X	X					
Winterize Irrigation Systems														1	X	X				X		X	X	X					
Irrigation Zone information														1	X	X				X		X	X	X					
Winter Overhaul/Repair															X	X		X			X		X	X					
Pump Station Maintenance														2		X		X			X		X	X					
Horticulture Maintenance:																													
Plant Annual Flower Beds														2		X	X	X	X	X	X	X	X	X	X				
Preparation of Annual Bed Soil														1		X	X	X	X	X	X	X	X	X	X				
Annual Beds/Planting														1		X	X	X	X	X	X	X	X	X	X				
Annual Flower Maintenance																X	X	X	X	X	X	X	X	X	X				
Add Organics to Beds														1		X	X	X	X	X	X	X	X	X	X				
Remove Annual Flowers														1		X	X	X	X	X	X	X	X	X	X				
Spade Annual Flower Beds														1		X	X	X	X	X	X	X	X	X	X				
Annual Bed Weeding														2		X	X	X	X	X	X	X	X	X	X				
Perennial bed maintenance														2			X	X	X	X	X	X	X	X	X				
Pre-emergent Herbicide Application															1-2		X	X	X	X	X	X	X	X	X				
Post-emergent Herbicide Application														1		X	X	X	X	X	X	X	X	X	X				
Shrub Pruning															1	X	X	X	X	X	X	X	X	X	X				
Shrub Bed Mulching															1	X	X	X	X	X	X	X	X	X	X				Provide consistent level of mulch
Natural Trail Mulch															1	X	X	X		X	X		X		X				
Kudzu/Ivy Control															1		X	X	X	X	X	X	X	X	X				When New Growth begins
Winter Watering																	X								X				

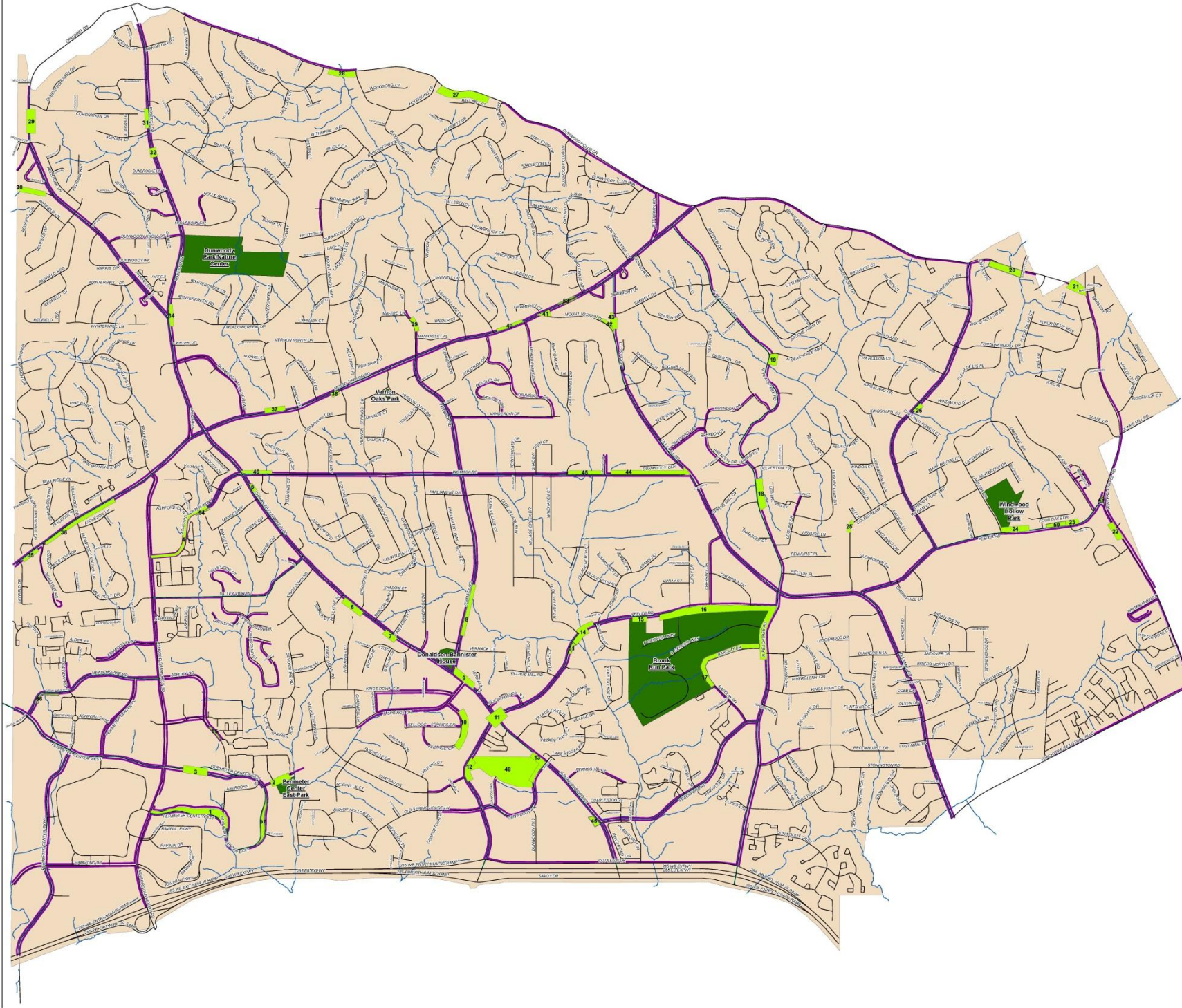
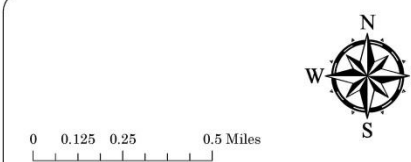
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TASK DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Times per day				Times per Week				Times per Month				Times per Year				As Needed				Brook Run				Dunwoody Nature Center				Dunwoody Park				Windwood Hollow				Vernon Oaks Park				Donaldson Bannister Farm				Perimeter Center Park East				North DeKalb Cultural Arts Center				Georgetown Park																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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APPENDIX C

RIGHT OF WAY MOWING/MAINTENANCE PLAN

ROW Maintenance Map

- Bike Lanes
- Sidewalks
- Parks
- ROW Maintenance Areas



CITY OF DUNWOODY
DEPARTMENT OF FINANCE AND ADMINISTRATION - PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR BIDDERS

These Instructions will apply unless a particular item is specifically addressed in the solicitation document.

1. PREPARATION OF BIDS:

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. Individuals, firms and businesses seeking an award of a City of Dunwoody contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative without the permission of Purchasing between the date of the issuance of the solicitation and the date of the final contract award. Violations will be reviewed by the Purchasing Manager. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

2. DELIVERY:

- A. Each bidder should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

3. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. Although Purchasing will make every effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with Purchasing prior to bid submittal.

4. SUBMISSION OF BIDS:

- A. Bids shall be enclosed in sealed envelopes, addressed to the City of Dunwoody Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The City will determine this.

- H. The City of Dunwoody is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by the City. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in City construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

5. WITHDRAWAL OF BID DUE TO ERRORS:

- A. The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.
- B. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- C. Supplier has up to forty-eight (48) hours to notify Purchasing of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.
- D. Bid withdrawal is not automatically granted and will be allowed solely at the City of Dunwoody's discretion.

6. TESTING AND INSPECTION:

Since tests may require several days for completion, the City reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item, which fails to meet the specifications, shall be borne by the bidder.

7. F.O.B. POINT:

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

8. PATENT INDEMNITY:

The contractor guarantees to hold the City, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

9. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED):

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to the City of Dunwoody for any bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. Standard bond forms are to be used.

10. DISCOUNTS:

In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the City check.

11. AWARD:

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract.
- B. The City reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The City reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

12. DELIVERY FAILURES:

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Manager, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Manager, shall constitute authority for the Purchasing Manager to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the City within a reasonable time specified by the Purchasing Manager for any expense incurred in excess of contract prices, or the City shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the City may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Manager.

13. CITY FURNISHED PROPERTY:

No material, labor or facilities will be furnished by the City unless so provided in the invitation to bid.

14. REJECTION AND WITHDRAWAL OF BIDS:

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

15. CONTRACT:

- A. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the City which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The City, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.
- B. It is understood that the bidder has reviewed the contract documents with the understanding that the City of Dunwoody requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety. Examples of the City's Standard Contracts and General Conditions are available on the City website.
- C. When the contractor has performed in accordance with the provisions of this agreement, the City of Dunwoody shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any.

16. NON-COLLUSION:

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An

affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

17. DEFAULT:

The contract may be canceled or annulled by the Purchasing Manager in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Manager, shall constitute contract default.

18. TERMINATION FOR CAUSE:

The City may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

19. TERMINATION FOR CONVENIENCE:

The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

20. DISPUTES:

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Manager, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Manager shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

21. SUBSTITUTIONS:

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

22. INELIGIBLE BIDDERS:

The City may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the City. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

23. BUSINESS LICENSE:

Each successful bidder shall provide evidence of a valid City of Dunwoody business license if the bidder maintains an office within the City of Dunwoody. Unincorporated, out of City, and out of State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by City ordinance or resolution.

24. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

25. TAX LIABILITY:

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property

maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor.

See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

26. GENERAL CONTRACTORS LICENSE:

All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

27. INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the City, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the City, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

28. ENVIRONMENTAL SUSTAINABILITY

The City of Dunwoody is committed to environmental sustainability. The City believes we have a unique opportunity to further expand our leadership in the area of environmentally preferable purchasing, and through our actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City of Dunwoody will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. As such the City encourages the incorporation of environmental sustainability into proposals.

29. AFFIDAVIT AND AGREEMENT FOR PHYSICAL PERFORMANCE OF SERVICES AS DEFINED BY O.C.G.A. 13-10-90

When applicable, awarded vendor will be required to submit a City supplied Affidavit and Agreement (sample on City website) in accordance with O.C.G.A. 13-10-90 as part of the contract execution process.

30. AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

Awarded vendor will be required to submit an Affidavit Verifying Status for City Public Benefit Application (sample on City website) in accordance with O.C.G.A. 50-36-1 as part of the contract execution process.

DIRECTIONS TO DUNWOODY CITY HALL

From I-285 take Exit 29 (Ashford-Dunwoody Rd.) and turn North. At fourth traffic light, turn right onto Perimeter Center East. The entrance to the parking lot for 41 Perimeter East will be on the right. The City of Dunwoody offices are on the second floor of 41 Perimeter Center East.